

ASSIGNMENT OF INVENTIONS AND COMPANY INFORMATION AGREEMENT

In consideration of my employment by Texas Instruments Incorporated or any subsidiary thereof (hereinafter, collectively referred to as "TI"), I hereby agree as follows:

I.

ASSIGNMENT OF INVENTIONS

A. I agree to disclose promptly, completely and in writing to TI and I hereby assign and agree to assign and bind my heirs, executors, or administrators to assign to TI or its designee, its assigns, successors or legal representatives, any and all inventions, processes, diagrams, methods, apparatus, or any improvements (all hereinafter collectively called "inventions") whatsoever, discovered, conceived, and/or developed, either individually or jointly with others, during the course of my employment with TI (including any and all inventions based wholly or in part upon ideas conceived during my employment with TI), or using TI's time, data, facilities and/or materials, provided the subject matter is one within a field of interest of TI. My obligations under this paragraph apply without regard to whether an idea for an invention or a solution to a problem occurs to me on the job, at home, or elsewhere. I further agree that all such inventions are TI's exclusive property, whether or not patent applications are filed thereon.

B. Subject matter within a field of interest of TI includes any field of interest that has been worked on by TI in the past, in which there is work in progress at TI at the date of or during my employment with TI, and projects or other operations at TI planned for the future. It is expressly understood that this agreement does not apply to any of my patents or patent applications filed or based on inventions made prior to my employment with TI or to matters (other than matters within a field of interest of TI) which are exclusively of personal interest.

C. I shall assist TI at any time during or after my employment is terminated, at TI's expense, in the preparation, execution, and delivery of any disclosures, patent applications, or papers within the scope and intent of this agreement required to obtain patents in this or in other countries and in connection with such other proceedings as may be necessary to vest title thereto in TI, its assigns, successors, or legal representatives. If such assistance takes place after my employment is terminated, I shall be paid by TI at a reasonable rate for any time that I actually spend in such work at TI's request.

II.

COPYRIGHT AGREEMENT

A. I agree that TI shall be the copyright proprietor in all copyrightable works of every kind and description created or developed by me solely or jointly with others during my employment with TI which works are created pursuant to the performance of my duties as those duties may be assigned or reassigned from time to time.

B. I further agree, if so requested and at no further expense to TI, to execute in writing any acknowledgments or assignments of copyright ownership of works within this agreement as may be necessary for the preservation of the worldwide proprietorship in TI of such copyrights.

III.

COMPANY INFORMATION

A. I recognize that my position with TI is one of highest trust and confidence by reason of my access to and contact with the trade secrets and confidential and proprietary business information of TI. I shall use my best efforts and exercise utmost diligence to protect and safeguard the trade secrets and confidential or proprietary information of TI.

B. Except as may be required by TI in connection with and during my employment with TI or with the express written permission of TI, I shall not, either during my employment with TI or thereafter, directly or indirectly, use for my own benefit or for the benefit of another, or disclose to another, any trade secret or confidential or proprietary information (whether or not acquired, learned, obtained or developed by myself alone or in conjunction with others) of TI, its customers, contractors or of others with which TI has a business relationship.

C. I further agree that all memoranda, notes, records, drawings, or other documents made or compiled by me or made available to me while employed by TI concerning any process, apparatus or products manufactured, used, developed, investigated or considered by TI or concerning any other TI activity shall be the property of TI and shall be delivered to TI upon termination of my employment or at any other time upon request.

D. I recognize that TI expects me to respect and safeguard any trade secret and confidential or proprietary information of any former employer, business associate or others and I hereby acknowledge TI's express direction not to disclose to TI, its officers, directors or employees any of such information so long as it remains confidential or proprietary.

IV.

MISCELLANEOUS

A. Nothing contained in this agreement shall be construed as impairing my right or the right of TI to terminate employment hereunder.

B. My obligations under this agreement shall continue whether or not my employment with TI shall be terminated voluntarily or involuntarily, with or without cause.

C. This agreement shall be binding upon and inure to the benefit of TI, its successors in business and upon me, my heirs, executors and administrators.

D. This agreement replaces all previous agreements relating to the same or similar matters which I may have entered into with TI with respect to my present and any future period of employment by TI. This agreement may not be modified in any respect by any verbal statement, representation or agreement made by any other employee of TI, or by a written document signed by any employee of TI other than an officer thereof.

E. The law of the State of Texas will govern the interpretation, validity and effect of this agreement without regard to the place of execution or the place of performance thereof.

STATE OF

COUNTY OF

Texas
Dallas

Date

Dreg Pettitt
1-16-84

The above-named Gregory S. Pettitt
personally appeared before me and acknowledged the foregoing instrument to be his
free act and deed.

SEAL

Mary Gann
NOTARY PUBLIC
MY COMMISSION EXPIRES: